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4 Attorney for Plaintiff

5  
6 UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

7 RONALD L. BISHOP, )  
8 )  
Plaintiff, )  
9 ) No.  
vs. )  
10 )  
HEATING & COOLING SUPPLY LLC )  
11 and BACKGROUND INVESTIGATIONS )  
OF WASHINGTON, LLC, )  
12 )  
Defendants. )  
13 ) JURY DEMANDED

14 COMPLAINT

15 1. The jurisdiction of this Court is conferred by 15 U.S.C.  
16 § 1681p. Venue lies in the Southern Division of the Judicial  
17 District of Nevada as Plaintiff's claims arose from acts of the  
18 Defendants perpetrated therein.

19  
20 PRELIMINARY STATEMENT

21 2. The Plaintiff brings this action for damages based upon  
22 Defendants' violations of the Fair Credit Reporting Act, 15 U.S.C.  
23 Section 1681 et seq. (hereinafter referred as the "FCRA").  
24 Plaintiff seeks actual damages, punitive damages, costs and  
25 attorney's fees.

26 3. Plaintiff is a natural person and is a resident and a  
27 citizen of the State of Nevada and of the United States. Plaintiff  
28 is a "consumer" as defined by § 1681a(c) of the FCRA.

1           4. The Defendant, Heating & Cooling Supply LLC (hereinafter  
2 referred to as HCS and/or "User") is a foreign limited liability  
3 company with its principal place of business in Coconut Grove, FL.

4           5. The Defendant, Background Investigations of Washington,  
5 LLC, (hereinafter referred to as BIW and/or "User") is a foreign  
6 limited liability company with its principal place of business in  
7 Lake Oswego, OR.

8  
9 CAUSE OF ACTION

10 Statement of Facts

11           6. Plaintiff's business established a *commercial charge*  
12 account with HCS approximately 15 years ago.

13           7. The account was established with Plaintiff's business,  
14 Bishop Air Service (BAS) and not with Plaintiff individually.

15           8. HCS has intermittently sold air conditioning parts to BAS  
16 over the years.

17           9. Plaintiff has made no personal purchases from BAS.

18           10. Plaintiff has never provided a personal authorization for  
19 HCS to access his personal credit profile.

20           11. BAS was late making payments to HCS during 2010.

21           12. As a result, HCS terminated its credit account with BAS  
22 during October, 2010.

23           13. HCS then obtained Plaintiff's personal credit profile  
24 through BIW.

25           14. At the time HCS acquired Plaintiff's profile neither  
26 Plaintiff nor BAS owed Defendants anything.

27           15. On or about May 13, 2011, Plaintiff received a credit  
28 report from Equifax Information Services, LLC (Exhibit 1). Exhibit

1 1 reflects that Users accessed Plaintiff's credit profile on April  
2 20, 2011.

3 16. The referenced inquiry has become a permanent component  
4 of the Plaintiff's credit profile and is reported to those who ask  
5 to review the credit history of the Plaintiff.

6 17. Upon best information and belief, Users agreed and  
7 represented in their agreements with the various credit reporting  
8 agencies that Users would request and use consumer reports which  
9 were obtained from said agencies only for purposes which are lawful  
10 under the FCRA as defined under § 1681b.

11 18. Users were required pursuant to FCRA §§ 1681b(f), 1681n  
12 and 1681o to refrain from obtaining consumer reports from credit  
13 reporting agencies under false pretenses.

14 19. At no time material hereto did Plaintiff ever have a  
15 relationship of any kind with Users as defined under FCRA  
16 § 1681b(a)(3)(A)-(F).

17 20. Users have never been ordered by a court of competent  
18 jurisdiction to issue a consumer report pursuant to FCRA  
19 § 1681b(a)(1). Plaintiff has never knowingly given written  
20 instructions to Users to obtain and/or release to a third party a  
21 consumer report of which Plaintiff was the subject pursuant to FCRA  
22 § 1681b(a)(2).

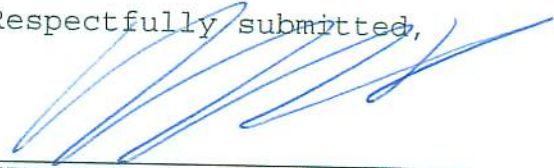
23 21. Users had an affirmative duty to follow reasonable  
24 procedures, including those that would prevent the impermissible  
25 accessing of consumer reports.

26 22. Reasonable procedures for users include restricting the  
27 ability of its agents to obtain consumer reports on consumers for  
28 any impermissible purpose.



- 1           c) attorney's fees; and  
2           e) costs.

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4           Respectfully submitted,

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6             
7           MITCHELL D. GLINER, ESQ.  
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12           Attorney for Plaintiff  
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[Print This Page](#)[Close Window](#)Equifax Credit Report <sup>TM</sup> for Ronald L. Bishop

As of: 05/13/2011

Available until: 06/12/2011

Confirmation #: 1633679437

Report Does Not Update

Section Title	Section Description
1. <a href="#">Credit Summary</a>	Summary of account activity
2. <a href="#">Account Information</a>	Detailed account information
3. <a href="#">Inquiries</a>	Companies that have requested or viewed your credit information
4. <a href="#">Negative Information</a>	Bankruptcies, liens, garnishments and other judgments
5. <a href="#">Personal Information</a>	Personal data, addresses, employment history
6. <a href="#">Dispute File Information</a>	How to dispute information found on this credit report

**Credit Summary**

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

**Accounts**

Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

Open Accounts	Total Number	Balance	Available	Credit Limit	Debt to Credit Ratio	Monthly Payment Amount	Accounts with a Balance
<a href="#">Mortgage</a>	3	\$834,386	\$57,695	\$892,081	94%	\$6,141	3
<a href="#">Installment</a>	1	\$3,450	\$15,665	\$19,115	18%	\$244	1
<a href="#">Revolving</a>	9	\$15,766	\$33,606	\$49,372	32%	\$463	2
<a href="#">Other</a>	0	\$0	N/A	N/A	N/A	\$0	0
<b>Total</b>	<b>13</b>	<b>\$853,602</b>	<b>\$106,966</b>	<b>\$960,568</b>	<b>89%</b>	<b>\$6,848</b>	<b>6</b>

**Debt by Account Type****EXHIBIT /**

Date Reported:	10/2009	Amount Past Due:	
Date of Last Payment:	05/2004	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	05/2004
Date Major Delinquency First Reported:		Months Reviewed:	88
Creditor Classification:		Activity Designator:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	02/2009	Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed at consumers request		

**81-Month Payment History**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	*	*	*	*	*	*			
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	*	*	*	*	*	*	*
2004	*	*	*	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	*	*	*

[Back to Top](#)**Other Accounts**

These are all accounts that do not fall into the other categories and can include 30-day accounts such as American Express.

You have no accounts classified as "Other" on file

[Back to Top](#)**Payment History Key**

Meaning	Symbol	Meaning	Symbol
Pays or Paid as Agreed:	*	180+ Days Past Due:	180
30-59 Days Past Due:	30	Collection Account:	CA
60-89 Days Past Due:	60	Foreclosure:	F
90-119 Days Past Due:	90	Voluntary Surrender:	VS
120-149 Days Past Due:	120	Repossession:	R
150-179 Days Past Due:	150	Charge Off:	CO

**Inquiries**

A request for your credit history is called an inquiry. Inquiries remain on your credit report for two years. There are two types of inquiries: those that may impact your credit rating and those that do not.

**Inquiries that may impact your credit rating**

These inquiries are made by companies with whom you have applied for a loan or credit.

**Name of Company**

**Date of Inquiry**

BACKGROUND

04/20/11

INVESTIGATION::1633679437

**Creditor Contact Information**

BACKGROUND INVESTIGATION

412 Jefferson Pkwy

Lake Oswego, OR 970351232

CENTRAL BOILER, INC.

03/29/11, 11/16/09

**Creditor Contact Information**

CENTRAL BOILER, INC.

20502 160th St

Greenbush, MN 567269251

DISH NETWORK

12/07/09

**Creditor Contact Information**

DISH NETWORK

9601 S Meridian Blvd

Bldg 1 Flr 3 Cmo

Englewood, CO 801125905

ELAVON ACQ

09/25/09

**Creditor Contact Information**

ELAVON ACQ

7300 Chapman Hwy

Knoxville, TN 379206612

LANDSAFE

07/22/10

CREDIT::1633679437

**Creditor Contact Information**

LANDSAFE CREDIT

1515 Walnut Grove Ave

Rosemead, CA 917703710

(800) 447-1692

LEXISNEXIS RISK &

11/24/09

INFORMATION::1633679437

**Creditor Contact Information**

LEXISNEXIS RISK & INFORMATION

6601 PARK OF COMMERCE BLVD

BOCA RATON, FL 33487-8247

THE HOME DEPOT/CBSD

11/15/09

**Creditor Contact Information**

THE HOME DEPOT/CBSD

Ccs Gray Ops Ctr

541 Sid Martin Rd